

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

2020 McLaren 600 LT Spider et. al.,

Defendants.

8:22CV240

JOINT STIPULATION FOR ENTRY OF
AN ORDER FOR INTERLOCUTORY
SALE

STIPULATION

The Plaintiff United States of America, Claimant Blake Cook in his capacity as Personal Representative of Brett A. Cook's Estate and as Trustee of Brett A. Cook's Revocable Trust, Claimant Pinnacle Bank, and Claimant Darland Properties LLC (collectively "The Parties"), with a full and complete reservation of rights as set forth below, pursuant to Rule G(7)(b) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, and with the intent to be legally bound, do hereby stipulate and agree as follows:

1. Pursuant to a Warranty Deed dated March 15, 2010, filed with the Saunders County Nebraska Register of Deeds at Book 390, page 1014, the Brett A. Cook Revocable Trust ("The Trust") is the owner of certain real property located at 980 County Road W., Space 1146, Fremont, Nebraska ("Fremont Property").
2. On or about June 3, 2019, Brett A. Cook, as Trustee of the Brett A. Cook Revocable Trust, executed a Deed of Trust on behalf of Pinnacle Bank, recorded in the Register of Deeds of Saunders County, Nebraska, as Instrument No. 2019-06-010 against the

- Fremont Property, which secures that certain loan made to Brett A. Cook in the original principal amount of \$376,000.00 (the “Mortgage Loan”).
3. In addition to the Mortgage Loan, the Deed of Trust granted to Pinnacle Bank also secures that certain loan made by Pinnacle Bank to 14334 Industrial Road, LLC in the original principal amount of \$478,571.97 pursuant to the cross-collateralization clause contained in the Deed of Trust (“Cross-Collateralized Loan”).
 4. On May 4, 2022, Brett A. Cook passed away.
 5. Following Brett A. Cook’s death, on June 30, 2022, Blake Cook was issued Letters of Personal Representative by the County Court of Douglas County, Nebraska, making Blake Cook the Personal Representative of Brett A. Cook’s Estate (“Estate”). Further, in accord with the terms of The Trust, Blake Cook became Trustee of The Trust.
 6. On July 1, 2022, the United States instituted this civil forfeiture action by filing a Complaint against several defendant properties, including the Fremont Property. *See* Filing No. 1.
 7. On August 11, 2022, the United States filed an Amended Complaint for forfeiture. *See* Filing No. 15.
 8. The Fremont Property is owned by the Brett A. Cook Revocable Trust, and Blake Cook, in his capacity as Personal Representative of the Estate and Trustee of The Trust, filed a verified claim in the above-captioned matter regarding the Fremont Property on behalf of both the Trust and the Estate. *See* Filing No. 29.
 9. Blake Cook as Personal Representative of the Estate and Trustee of The Trust acknowledges service of the Complaint, Amended Complaint, Warrant of Arrest, and Injunction in this matter. *See* Filing Nos. 14, 29, 38.

10. Pinnacle Bank acknowledges service of the Complaint, Amended Complaint, Warrant of Arrest, and Injunction in this matter. *See* Filing Nos. 9, 27.
11. Darland Properties LLC acknowledges service of the Complaint, Amended Complaint, Warrant of Arrest, and Injunction in this matter. *See* Filing Nos. 31, 39.
12. The Estate and Trust are unable to pay for the upkeep and maintenance of the Fremont Property. *See* Filing No. 6. In particular, the Estate and Trust are unable to pay for the mortgage, insurance, taxes and general maintenance associated with the Fremont Property.
13. Pinnacle Bank, the lien holder of the Fremont Property, reported that the Mortgage Loan for the Fremont Property is in default.
14. The Parties agree that the Mortgage Loan is in default.
15. The Parties agree that the Fremont Property is at significant risk of deterioration, decay, and/or injury to its condition as well as value. Therefore, due to the risk of deterioration, decay or injury to the Fremont Property, The Parties request this Court to order an interlocutory sale of the Fremont Property.
16. Furthermore, The Parties agree that an interlocutory sale of the Fremont Property is proper because the Fremont Property is subject to mortgage payments in which the mortgagee is in default.
17. The Parties agree that the interlocutory sale of the Fremont Property will be made by a United States agency that has authority to sell the property, by an agency contractor, or by a person the court designates, pursuant to Fed. R. Civ. P. Supp. R. G(7)(b)(ii).

18. Following the interlocutory sale of the Fremont Property, The Parties agree that proceeds from the sale shall be distributed to Pinnacle Bank in satisfaction of the Mortgage Loan and Cross-Collateralization Loan on the Fremont Property.
19. The Parties agree that the remaining sale proceeds are a substitute res subject to forfeiture in place of the property that was sold. The Parties agree that the proceeds will be held in an interest-bearing account maintained by the United States Marshal Service or applicable United States agency pending the conclusion of the forfeiture action. Fed. R. Civ. P. Supp. R. G(7)(b)(iv).
20. The Parties agree that by executing this Stipulation, Claimant Blake Cook, in his capacity as Personal Representative of the Estate and as Trustee of The Trust, and Claimant Darland Properties LLC, in no way consent to final forfeiture by the United States in this matter or the United States' forfeiture of any specified monetary proceeds resulting from the sale of the Fremont Property.
21. The Parties further agree that Blake Cook, in his capacity as Personal Representative of the Estate and as Trustee of The Trust reserves any and all rights to pursue the respective claims of the Trust and the Estate in the above-captioned matter, including the right to payment of estate administration costs and attorney's fees.
22. The Parties further agree that Darland Properties, LLC reserves any and all rights to pursue its respective claims in the above-captioned matter.
23. This stipulation is subject to approval by the District Court.

WHEREFORE, The Parties respectfully requests this Court enter an order for an interlocutory sale of the real property located at 980 County Road W., Space 1146 Fremont, Nebraska, to direct the payment of the Mortgage Loan and Cross-Collateralization Loan to

Pinnacle Bank from the sale proceeds, and to direct the United States Marshal Service or applicable agency to hold the sale proceeds in an interest-bearing account until the final adjudication of this civil forfeiture case.

UNITED STATES OF AMERICA,
Plaintiff

STEVEN A. RUSSELL
Acting United States Attorney
District of Nebraska

By: s/ Mikala Purdy-Steenholdt

MIKALA PURDY-STEENHOLDT
(NY#5112289)
Assistant U.S. Attorney
1620 Dodge Street, Suite 1400
Omaha, NE 68102-1506
Tel: (402) 661-3700
Fax: (402) 345-5724
E-mail: Mikala.Purdy-Steenholdt@usdoj.gov

s/ Katherine A. McNamara

KATHERINE A. MCNAMARA, #25142
MARGARET A. ROSSITER, #26853
Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Tel: (402) 341-6000
Fax: (402) 341-8290
E-mail: kcmcnamara@fraserstryker.com
Attorneys for Blake Cook

s/ Michael F. Kivett

MICHAEL F. KIVETT, #16287
JOHN M. KIVETT, #26491
Walentine O'Toole, LLP

P.O. Box 540125
11240 Davenport Street
Omaha, Nebraska 68154-0125
Tel: (402) 330-6300
Fax: (402) 330-6303
E-mail: mfkivett@walentineotoole.com
E-mail: jkivett@walentineotoole.com
Attorneys for Pinnacle Bank

s/ Mark F. Enenbach

MARK F. ENENBACH, #15202
DJ RISON, #27225
McGrath North, Mullin & Kratz PC LLO
1601 Dodge Street
Omaha, Nebraska 68102-1627
Tel: (402) 341-3070
Fax: (402) 341-0216
E-mail: menenbach@mcgrathnorth.com
E-mail: [djison@mcgrathnorth.com](mailto:djrison@mcgrathnorth.com)
Attorneys for Darland Properties LLC

s/ Edward D. Hotz

EDWARD D. HOTZ, #11927
WILLIAM N. BEERMAN, #26544
BENJAMIN C. DEEVER, #26315
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, #300
Omaha, Nebraska 68114-3728
Tel: (402) 397-5500
Fax: (402) 341-0216
E-mail: ehotz@pheblaw.com
E-mail: wbeerman@pheblaw.com
E-mail: bdeaver@pheblaw.com
Attorney for Darland Properties LLC

CERTIFICATE OF SERVICE

I hereby certify that on December 2, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent notification of such filing to all parties associated with this case

s/ Mikala Purdy-Steenholdt

Assistant U.S. Attorney